

**APPELLATE COURT  
OF THE  
STATE OF CONNECTICUT**

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**AC-40301**

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**SAUNDRA MAGANA**

**vs**

**WELLS FARGO BANK NA AS TRUSTEE FOR THE BENEFIT OF  
Et Al**

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**BRIEF OF PLAINTIFF- APPELLANT AND ATTACHED  
APPENDIX**

**SAUNDRA MAGANA**

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**TO BE ARGUED BY:  
SAUNDRA MAGANA**

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### **Statement of Issues**

- 1. The Court erred in its March 20, 2017 decision granting Motion for Summary Judgment on the matter brought by defendants.**
- 2. The Court erred in ignoring previous Appellate Court decision Docket number AC37792, from February 16, 2016 hearing, in favor of Plaintiff, to remand the case back to Superior court for trial.**
- 3. The Court erred in ignoring the pending trial schedule from June 1, 2016 conference order whereby the matter was already scheduled for pretrial and trial for a resolution.**
- 4. The Court erred in ignoring defendant's noncompliance with Discovery Order. Plaintiff complied with all Discovery order however defendants were allowed to disregard it.**
- 5. The Plaintiff sites a myriad of issues, unethical tactics, civil rights violations, violation of court orders, and misrepresentations by defendants in this case and asks the court to take notice and consideration to these very issues upon making a decision.**

### Table of Authorities

The Plaintiff draws her reference of legal authority for the treatment of human beings, specifically legal proceedings, from The United States Constitution. The Fourteenth Amendment guarantees Fair Treatment to all, equal rights to life, liberty, property, and equal protection under the laws of this land, (Appendix A.1-2). It also guarantees the Right to a Fair Trial.

On pages 6-8, it demonstrates the defendants' disregard for the truth, ethical conduct, and standing court orders. Despite the absence of supporting evidence, defendants' violation of Appellate and Superior Court orders, the court granted The Summary Judgment to defendants. This parallels the cases such as Row vs. Wade; Brown vs. The Board of Education; Reed vs. Reed . These cases exhibited extreme bias which were challenged in court, and thusly overturned.

Our Constitutional right to equal Rights and Protection under law, means no human being or group can have rights that violates or suppresses the rights of others.



## **STATEMENT OF PROCEEDING OF FACTS**

The present action is an appeal from an order by The Honorable Judge Antonio C. Robaina issued March 20, 2017 (Appendix A.3-8 ) from the hearing for Summary Judgment on January 30, 2017.

That ruling resulted in the filing of Appellate matter , A40301 April 3, 2017 (Appendix A.15)

This action originates from Defendants' original Summary Process in Superior Court case number HHD-CV-13-604809-S.

On February 16, 2016 Plaintiff's first Appellate matter, AC37792 was heard, as a result of Defendants seeking Nonsuit for Noncompliance. The court ruled in favor of Plaintiff and remanded the matter back to Superior court for trial. (Appendix A. 9-11 )

On June 1, 2016 a Scheduling order was issued and had set dates for Discovery, Pretrial, Trial Management Conference, and Trial. ( Appendix A. 12-14 )

On November 30, 2016, Defendants filed a Motion for Summary Judgment citing issues that had already been tried and ruled upon in prior proceedings.

On March 20, 2017, Judge Robaina erred in his Decision regarding Plaintiff's rights to claim for property as a result of oral contract with previous owner, Jacqueline Hogan, who lost the property through foreclosure.

The Court erred when it did not hold Defendants to the same Standards of Discovery as Plaintiff and granted Defendants' Motion of Summary Judgment as a violation of Constitutional Rights under the 14<sup>th</sup> Amendment Right to a Fair Trial and Equal Protection under Law ( Appendix A. 1-2 )

Subsequently, Plaintiff filed an Appeal April 3, 2017 to protect her Constitutional rights to a Fair Trial as well as her rights to Equal Protection under the law, and Due Process . ( Appendix A.15-17 )

On May 2, 2017 Plaintiff requested copies of existing transcripts ( Appendix A.18-20 ). Plaintiff intends to present evidence and reason for court error by not considering the facts establishing Plaintiff's claim for right to purchase property located at 67 Regency Drive West Hartford, Ct. 06110.

Plaintiff feels the details and supporting documents in the Appendix, as well as the Argument section will support these findings.



## ARGUMENT

1. The court erred in it's Decision to grant Defendants' Motion for Summary Judgment dated March 20, 2017.

There are several errors that exist in The Honorable Judge Antonio C. Robaina's decision that are Prejudicial and severely affect the Plaintiff's Constitutional rights . ( Appendix A,3-8 ) The signed judgment states that the decision rests solely, if not in part ,upon an oral agreement to purchase between previous owner, Jacqueline Hogan and Plaintiff Saundra Magana. The court uses this argument as the basis for Plaintiff's claim to purchase being invalid. When in fact the Plaintiff's claim to purchase was through her participation in the Section 8 Home Ownership Program.( Appendix A.21-24 ) As a result of Plaintiff's Section 8 Lease agreement, she was an eligible candidate and participant in The Section 8 Home Ownership program.

However when defendants took possession of the property located at 67 Regency Drive, they failed to follow the Federal Law, Protecting Tenants at Foreclosure Act. 2009, regarding, tenants in possession of Foreclosed property. ( Appendix A. 25-30)

On the contrary, Defendants' agent, Lawrence Gagnon, did in fact threaten, harass, and intimidated tenants with threatening letters ( Appendix A. 31-33 ) that were both unethical and illegal.

At no time did Defendants follow the PTFA law and reinstate Plaintiff's existing lease. At no time did Defendants assume the responsibility of the repair and maintenance of the property as in the then existing lease. At no time did Defendants assume the responsibility of the utilities as was in Plaintiff's then existing lease.



Defendants used these unethical tactic, and broke Federal Laws to cause Plaintiff and her family undue hardship and harass them into leaving.

Defendants' interference with Plaintiff's Section 8 lease contract caused Plaintiff to lose her Section 8 certification (Appendix A.21-24 )

As a result of Plaintiff losing her Section 8 Certification, Plaintiff was no longer a participant in The Section 8 Home Ownership Program.

2. The Court erred in ignoring Previous Appellate Court Decision , regarding AC37792 ( Appendix A.9-11 ) to remand the case back to Superior Court to find merit in Plaintiff's claims. Once it had been established that Plaintiff had ground to move forward in the proceedings, Pretrial, Trial Management, and Trial management dates were set. These facts were ignored however, the court allowed defendants to seek Summary Judgment from frivolous claims that had already been tried.
3. The Court erred in ignoring the pending trial dates set for this matter .By allowing Defendants to seek Summary Judgment when the claims were both frivolous and had no relevance to the basis of Plaintiff's then existing contract with Section 8, The Honorable Judge Antonio C. Robaina gravely Prejudiced Plaintiff's case by allowing defendants to seek Summary Judgment despite the fact there were trial dates set whereby Plaintiff could present witnesses and sworn testimony. The Honorable Judge Antonio C. Robaina erred when he used the oral contract agreement as a basis for his Decision, when in fact the absence of a written



contract with the previous owner did not invalidate Plaintiff's rights to protection under the Protecting Tenants at Foreclosure Act. The Defendants should not have been allowed to interfere with Plaintiff's Section 8 contract to tenancy and thusly her participation in The Section 8 Home Ownership Program.

4. The court erred in ignoring the Discovery orders Violation. The Court erred in allowing Defendants to not comply with Discovery. Plaintiff complied with all portions of Discovery, however despite numerous Motions for Extension, Defendants did not submit to Plaintiff documents or testimony in compliance with the Discovery order. Plaintiff was extremely limited in being able to gather information which was crucial to the development of this case. Defendant was able to conceal evidence regarding the terms of their contractual agreement with agents hired by them to harass and intimidate Plaintiff and her family. ( Appendix A.31-33 )



**Conclusion and Statement of Relief Sought**

For the forgoing reasons, the court's decision must be reversed and the matter remanded for a new hearing.

The Plaintiff would like to thank the court and the panel of judges in advance for their consideration in the matter.

Saundra Magana Pro Se

s/designstwo/s



## CERTIFICATION

### Certification Pursuant to P.B. § 62-7

I certify that the forgoing documents complies with the provisions of P.B § 66-3 in that the type is either Ariel or Univers 12 Points or larger.

I certify that a copy of the forgoing was mailed and electronically mailed, this 13<sup>th</sup> day of October 2017 to counsel of record as follows:

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s/designtwo/s

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Certification Pursuant to P.B. § 67-2

I certify that the electronically submitted brief and appendix and the filed paper brief and appendix have been redacted or do not contain any names or other personal identifying information that is prohibited from disclosure by rule, statute, court order, or case law. That a copy of the brief and appendix was sent to each counsel of record and to any trial judge who rendered a decision that is the subject matter of this appeal in compliance with § 62-7. That the brief and appendix filed with the appellate clerk are true copies of the brief and appendix that were submitted electronically. That the brief and appendix comply with all provisions of this rule ( P.B. § 67-2)

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## APPENDIX

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